



## **U.S. Patent Defense**

**Prepared by: Scott Lloyd  
May 3, 2005**

KC-1291583-1

**APPENDIX 1**

PAGE 9/32 \* RCVD AT 5/23/2005 1:08:42 PM [Eastern Daylight Time] \* SVR:USPTO-EFAXF-1/2 \* DNIS:8729306 \* CSID: \* DURATION (mm-ss):10-42

**BEST AVAILABLE COPY**

## TABLE OF CONTENTS

<b>Section</b>	<b>Title</b>	<b>Page #</b>
<b>1</b>	<b>Summary of Patent Defense/Distinctions over prior art</b>	<b>1</b>
<b>2</b>	<b>Distinctions of GolfSwitch to combined prior art</b>	<b>2</b>
<b>3</b>	<b>Itemized Responses to Patent Rejection by Examiner</b>	<b>6</b>
	<b>Addendum A: GolfSwitch network architecture compared to Hunt</b>	

Confidential and Proprietary to GolfSwitch Inc.

## 1. Summary Of Patent Defense/Distinctions Over Prior Art

When reviewing the GolfSwitch invention and comparing it to the prior art of the Hunt and Germain patents, there are clear distinctions that can be identified. An overview of these distinctions are the following:

- GolfSwitch provides for simultaneous seamless real-time tee-time interaction (tee-time availability searches, reservations and cancellations) with multiple golf courses running disparate tee-time reservation systems located at diverse geographical locations. When combining the prior art of the Hunt and Germain patents together, this capability is not achieved in any form or function. When combining the Hunt and Germain patents together, the best that can be achieved is a sequential one-at-a-time interaction with multiple golf courses for which it is questionable as to whether that even can be defended. This represents a clear and unchallengeable distinction of the GolfSwitch invention over the combined prior art. This distinction will be spelled out in detail within section #2 (Distinctions of GolfSwitch to Prior Art) of this document as well as within section #3 (Responses to Patent Rejection By Examiner) of this document.
- Hunt requires that each travel agent location have a dedicated private network connection to each of the CRS'. Since there are only roughly 5 major airline CRS', this is not a large limitation for the application that Hunt was designed for (travel agency reservations for airline, hotel and rental cars). However, when applying this limitation to the 14,000 golf course within the U.S., the Hunt invention becomes financially unfeasible and not practical. This distinction over the Hunt invention has allowed the GolfSwitch invention to be widely accepted as a useable solution in the golf industry. The Hunt invention would not be able to actually be deployed due to its overwhelming networking costs. This distinction is spelled out in detail within Appendix A (GolfSwitch network architecture compared to Hunt) within this document.

In addition to providing the detail necessary to substantiate the above claims, this document will also show significant discrepancies in what the Examiner claims is present within the Hunt and Germain prior art and what is actually found in the Hunt and Germain prior art. When these discrepancies are resolved, the Examiner's position of rejecting the GolfSwitch patent is indefensible by any standard. These details will be itemized within section #3 (Responses to Patent Rejection By Examiner) of this document. An overview of the major discrepancy is the following:

- Examiner states: "Germain teaches Golf tee-time reservation apparatus for implementing seamless real time access to a plurality of individual golf course reservation systems".

**This statement has no support in the Germain patent. There is no wording or diagrams found anywhere within the Germain patent that would support either "seamless real time access" or "a plurality of individual golf course reservation systems". The Germain patent only speaks to interacting with a single centralized tee-time reservation system, never a "plurality of individual golf course reservation systems" as the examiner contends. His contention can not be substantiated anywhere within the Germain patent. This is important since the examiner builds on these statements in his rejection item #33 which is his logic for rejecting our specific claims filed in November, 2004.**

Confidential and Proprietary to GolfSwitch Inc.

## 2. Distinctions of GolfSwitch to Combined Prior Art

### 2.1 GolfSwitch provides for simultaneous real-time access. The combined prior art does not.

The GolfSwitch invention provides for simultaneous seamless real-time tee-time interaction (tee-time availability searches, reservations and cancellations) with multiple golf courses running disparate tee-time reservation systems located at diverse geographical locations.

When combining the prior art of the Hunt and Germain patents together, this capability is not achieved in any form or function. When combining the Hunt and Germain patents together, the best that can be achieved is a sequential one-at-a-time interaction with multiple golf courses although even that is questionable as to whether that can be defended.

Hunt allows for, at best, simultaneous interfaces/interaction with a single reservation system but not with different reservation systems simultaneously. Germain only allows for one course at a time reservation system interaction (refer to reference list below).

#### References in the combined prior art:

- Germain( Fig. 8 one course at a time loop from box 142, 150 and 152).
- Germain( Col 12, ln 22 – 54)
- Hunt( Fig. 5 one CRS request at a time loop from box 64, 66, 68 and 70).
- Hunt( Col 5, Ln 22 “Transactor script 56 then generates a request to the computer reservation system in response to the command” – Note the singular “system”)
- Hunt( Col 5, Ln 29 “a calling application 20 may issue a pass-through command to a computer reservation system.” – Note the singular “system”)
- Hunt( Col 5, Ln 32 “transform script 54 simply passes the commands to a transactor script 56 which generates the request to a computer reservation system.” – Note the singular “system”)
- Hunt( Col 5, Ln 35 “then the transform script 54 simply returns the dataset received from the computer reservation system” – Note the singular “system”)
- Hunt( Col 5, Ln 41 “Gateway process 50 may also filter data that it received from a computer reservation system” – Note the singular “system”)
- Hunt( Col 5, Ln 53 “The transactor script 56 then generates a request to a computer reservation system” – Note the singular “system”)
- Hunt( Col 6, Ln 1 “Transactor script 56 would generate one or more requests to a computer reservation system” – Note the singular “a computer reservation system”)
- Hunt( Col 6, Ln 14 “Gateway process 50 then makes one or more requests to the computer reservation system” – Note the singular “the computer reservation system”)
- Hunt( Col 6, Ln 23 “user maintains a connection with a computer reservation system” – Note the singular “a computer reservation system”)
- Hunt( Col 6, Ln 25 “the gateway process 50 maintains a connection between a particular client application 20 and a computer reservation system” – Note the singular “a computer reservation system”)
- Hunt( Col 6, Ln 32 “gateway process 50 makes one or more requests to a computer reservation system” – Note the singular “a computer reservation system”)
- Hunt( Col 6, Ln 42 “multiple requests to a computer reservation system” – Note the singular “a computer reservation system”)

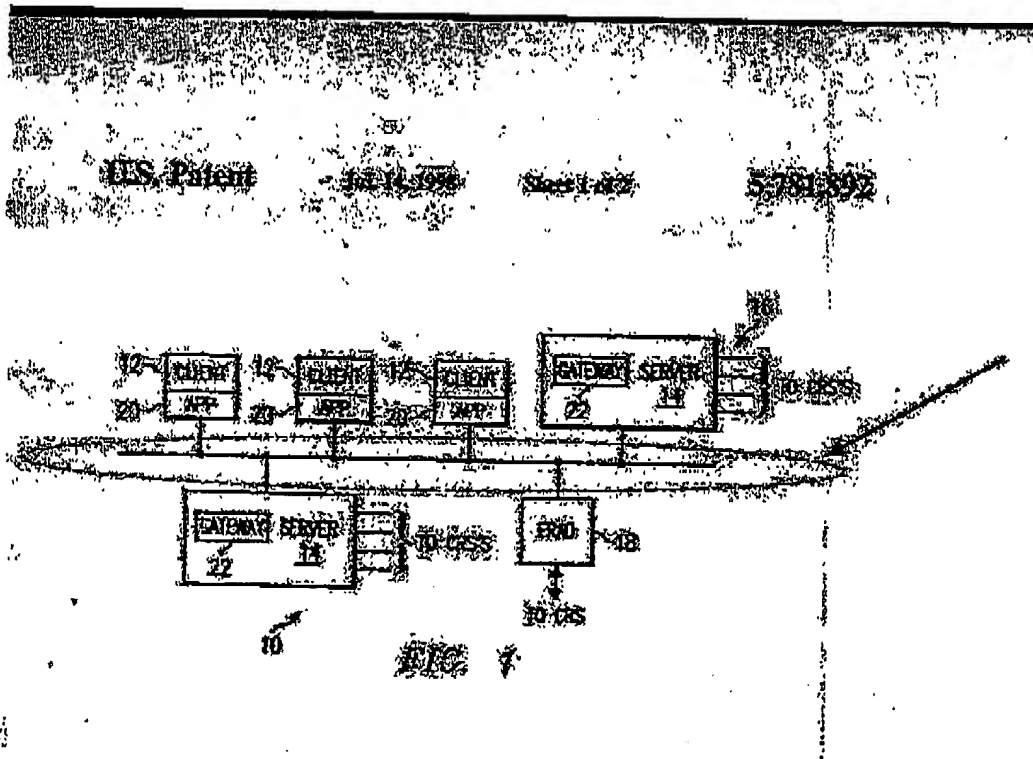
Confidential and Proprietary to GolfSwitch Inc.

- Hunt(Col 6, Ln 45 "such a request on a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 6, Ln 50 "the computer reservation system" – Note the singular)
- Hunt(Col 6, Ln 53 "issues multiple requests to the computer reservation system" – Note the singular)
- Hunt(Col 6, Ln 65 "application program interface then makes multiple requests to the computer reservation system" – Note the singular)
- Hunt(Col 7, Ln 5 "the ability to make multiple simultaneous calls to a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 7, Ln 16 "a different terminal address for the computer reservation system" – Note the singular "the computer reservation system")

Confidential and Proprietary to GolfSwitch Inc.

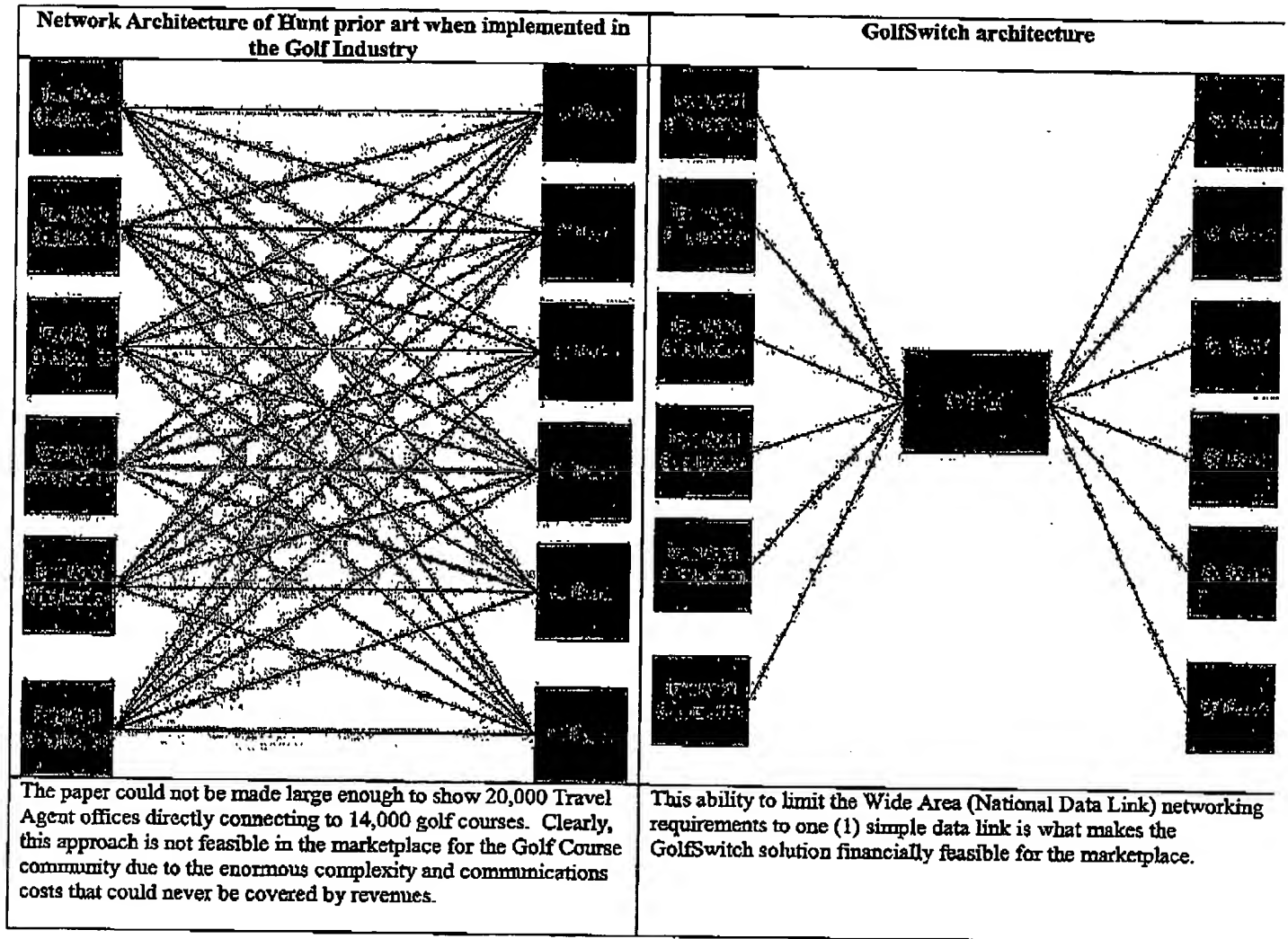
**2.2 GolfSwitch only requires a single data network connection from each of the Golf Courses and each of the Travel Agents/Hotels/Travel Packagers/Web Sites greatly reducing the cost and complexity of implementation over the Hunt prior art.**

The Hunt prior art allows for a travel agent or multiple-travel agents residing at the same location to have a normalized reservation screen when connected to multiple different Central Reservation Systems. The diagrams in the Hunt patent call for a Local Area Network to connect all of the Travel Agents working in the same location to a Central Server computer which is also located at the same location. The Central Server Computer then has multiple Wide Area Network connections to the different Central Reservation Systems that are located in various locations throughout the United States and the World. When reviewing the Hunt patent, they discuss multiple client computers connected to a server computer who then in turns performs the necessary translations to the different CRS systems. The interconnections between these client computers and their associated server (Translation) systems is a Local Area Network (LAN) as indicated by the Hunt Figure 1 diagram illustrated below. The Hunt patent does not allow for client computers spread out across the United States to be connected to a common server (Translation) system. This is a major difference between Hunt and GolfSwitch. Below is the figure 1 found within the Hunt patent to reinforce the technically significant claim that the Hunt patent is designed to normalize the reservation process (screens) of a single travel agent office to multiple disparate reservation systems. The red circle encompasses icons that are consistent with engineering drawing standards representing Local Area Network (LAN) connections:



Confidential and Proprietary to GolfSwitch Inc.

If the Hunt prior art was actually implemented within the Golf Industry, the overwhelming networking costs would make the product/service financially unfeasible. The GolfSwitch invention, however, provides for a single data network connection from everyone connected to the GolfSwitch network which provides for a significant improvement over the Hunt prior art and allows for simultaneous online tee time reservation interaction across a plurality of golf courses located at diverse geographical locations each running potentially different tee-time reservation software. Below is a comparison of what the network architecture would look like when deployed within the golf industry for both the Hunt and GolfSwitch inventions:



Please refer to the Addendum A: "GolfSwitch network architecture compared to Hunt" for more detail on the distinct differences of the GolfSwitch and Hunt network architectures.

Confidential and Proprietary to GolfSwitch Inc.

### 3. Itemized Responses to Patent Rejection By Examiner

This section will address each rejection from the Examiner. The numbers used correspond to the examiner's rejection item numbers allowing for a direct cross reference.

Examiner Rejection Item #.	Response
1	No response needed.
2	Claim 108 was cancelled since it relies on Claim 107 which was cancelled.
3	I don't understand the purpose of this point.
4	<p>After reading our claims 103, 106 and 109, I believe we need to re-word these to be more specific in order to spell out the distinctions. The primary distinctions are:</p> <p>a. <u>Simultaneous</u> real-time interfaces/interaction with disparate reservation systems located at diverse locations around the globe. Hunt allows for simultaneous interfaces/interaction with a single reservation system but not with different reservation systems simultaneously. Germain only allows for "one course at a time" reservation system interaction (refer to reference list below). GolfSwitch allows for simultaneous seamless real-time interaction with disparate reservation systems located at diverse geographical locations.</p> <p>References:</p> <ul style="list-style-type: none"> <li>- Germain( Fig. 8 one course at a time loop from box 142, 150 and 152).</li> <li>- Germain( Col 12, ln 22 – 54)</li> <li>- Hunt( Fig. 5 one CRS request at a time loop from box 64, 66, 68 and 70).</li> <li>- Hunt( Col 5, Ln 22 "Transactor script 56 then generates a request to the computer reservation system in response to the command" – Note the singular "system")</li> <li>- Hunt( Col 5, Ln 29 "a calling application 20 may issue a pass-through command to a computer reservation system." – Note the singular "system")</li> <li>- Hunt( Col 5, Ln 32 "transform script 54 simply passes the commands to a transactor script 56 which generates the request to a computer reservation system." – Note the singular "system")</li> <li>- Hunt( Col 5, Ln 35 "then the transform script 54 simply returns the dataset received from the computer reservation system" – Note the singular "system")</li> <li>- Hunt( Col 5, Ln 41 "Gateway process 50 may also filter data that it received from a computer reservation system" – Note the singular "system")</li> <li>- Hunt( Col 5, Ln 53 "The transactor script 56 then generates a request to a computer reservation system" – Note the singular "system")</li> <li>- Hunt( Col 6, Ln 1 "Transactor script 56 would generate one or more requests to a computer reservation system" – Note the singular "a computer reservation system")</li> <li>- Hunt( Col 6, Ln 14 "Gateway process 50 then makes one or more requests to the computer reservation system" – Note the singular "the</li> </ul>



Confidential and Proprietary to GolfSwitch Inc.

4

- computer reservation system")
- Hunt(Col 6, Ln 23 "user maintains a connection with a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 6, Ln 25 "the gateway process 50 maintains a connection between a particular client application 20 and a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 6, Ln 32 "gateway process 50 makes one or more requests to a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 6, Ln 42 "multiple requests to a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 6, Ln 45 "such a request on a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 6, Ln 50 "the computer reservation system" – Note the singular)
- Hunt(Col 6, Ln 53 "issues multiple requests to the computer reservation system" – Note the singular)
- Hunt(Col 6, Ln 65 "application program interface then makes multiple requests to the computer reservation system" – Note the singular)
- Hunt(Col 7, Ln 5 "the ability to make multiple simultaneous calls to a computer reservation system" – Note the singular "a computer reservation system")
- Hunt(Col 7, Ln 16 "a different terminal address for the computer reservation system" – Note the singular "the computer reservation system")

- b. Germain does not allow for interfacing to different Tee Time reservation systems and does not allow for a wide area network to connect different golf courses together into a common network. Germain's solution to multiple golf courses is to centralize the computer reservation system process to run on a single centralized reservation system (Ref. Germain Col 5 Ln 28 – 41).

GolfSwitch is a distributed real-time network allowing the reservation data to be kept at the golf courses respectively. Nowhere in the Germain prior art do they address the issue of how the Golf Course manages the tee time reservations (i.e. available tee time schedules, cancellations, check-in, communicate reservations to the golf course administrators, etc...) nor does the Germain prior art specify how each golf course is connected to this centralized reservation system they refer to as Tee-time reservation data storage area 34. Therefore, Germain is grossly inadequate in its claim to be a tee-time reservation system since it is missing so many fundamental components of a tee-time reservation system. Due to this, our conclusion is that within the Germain prior art, the main focus of this invention is for a golfer to maintain his personal statistics utilizing a smart card and that the tee-time reservations was an after thought that was thrown into the prior art without much thought or consideration. This is forcing the patent examiner to infer prior art details regarding the reservation system that are simply not present within the patent filing such as the examiner's

Confidential and Proprietary to GolfSwitch Inc.

4	<p><u>constant referral to "seamless real time access to a plurality of individual golf course reservation systems" which is simply not supported anywhere within the Germain patent filing. This cannot be found anywhere within the Germain patent filing and therefore is being created by the examiner through inference that can not be supported by any engineering standards.</u></p> <p>c. Hunt requires each Travel Agent/Reseller to have a direct network connection to each of the CRS (i.e. Sabre, Galileo, Worldspan, etc...) utilizing private network connections (Ref. Hunt Fig 1). GolfSwitch provides for a single network connection from each reseller into the GolfSwitch switching system network and a single network connection from each of the golf courses thus greatly reducing the complexity and the overwhelming cost associated to implementing the Hunt invention. The details of the complexities and costs are described in the Addendum "GolfSwitch network architecture compared to Hunt" within this document.</p>
5	Change of phrase. Need to verify.
6	Change of phrase. Need to verify.
7	Change of phrase. Need to verify.
8	Spelling out of the "obviousness" test for a patent to pass. No specific response needed other than to spell out the fact of the differences and that these differences can not be "obvious" at the time frame (1994 etc...).
9	General rejection. No response.
10	<p>On this rejection, the patent examiner misinterprets the Germaine patent. Below are the examiner's complete statements found within rejection item #10 broken up into 3 logical segments:</p> <p><b>10.A</b></p> <p><b>German teaches Golf tee-time reservation apparatus for implementing seamless real time access to a plurality of individual golf course reservation systems (figure 2 Col. 5 Ln. 9 – 41)."</b></p> <p><b>My Response:</b></p> <p>Figure 2 only indicates a single "Tee-Time Reservation Data Storage Area" (no plurality of individual golf course reservation systems). This wording or diagrams can not be found anywhere in the Germain patent.</p> <p>Germain Col. 5 Ln. 9 – 41 explains in general that the solution for multiple golf courses is to have a central data storage area that would contain all of the tee-time reservation information for each golf course (A single centralized reservation system supporting multiple golf courses, not a network to each golf course's reservation system located at different locations).</p>

Confidential and Proprietary to GolfSwitch Inc.

10

The Germain patent Col. 5 Ln. 9 – 12 includes a phrase *“memory 12 includes a plurality of storage areas”* and then goes on to define what the plurality of storage areas are with the following words: *“including a golfer data storage area 30, a golf course data storage area 32, a tee-time reservation data storage area 34”*. Please note the singular phrase *“a tee-time reservation data storage area 34”*. This can only mean one (1) single tee-time reservation data storage area not a “plurality of individual golf course reservation systems” as the examiner is falsely claiming. There is no mention or drawing that would support “a plurality of individual golf course reservation systems”. Therefore, you can come to no other conclusion from these engineering drawings and from the words found in Col. 5 Ln. 9 – 41 other than Germain teaching a single centralized tee-time reservation system that could support multiple golf courses. This is not a distributed tee-time reservation architecture.

At no time anywhere within these section/s is there any mention of “seamless real time access”. The examiner is pulling this and his contention as to a “plurality of individual golf course reservation systems” out of thin air.

As you can see, the following statements from the examiner can not be substantiated within his references of: Germain (Col. 5 Ln. 9 – 41, and Figure 2) nor can they be found anywhere else within the Germain prior art:

- “seamless real-time access to a plurality of individual golf course reservation systems”

10. B

**Examiner:** said apparatus comprising: a plurality of user input modules distributed throughout a wide geographic area including at sites remote from one another ( Col. 2 Ln. 32 – 53, Figure 6 Col. 11 Ln. 5 – 40)

**My Response:**

The examiner is correct that the patent does speak to a plurality of user input modules having remote access to a single centralized reservation system. However, this is remote access to the one (1) single specific reservation system, not remote access to different types/makes/models of reservation systems simultaneously. The examiner’s wording that this also includes “sites remote from one another” is not supported within the Germain prior art. The Germain prior art supports user input devices that are allowed to be remotely connected to one (1) single centralized reservation system’s communication port (Germain Col 7, Ln 5 – 7 *“CPU10 is also connected to a communication port 28 to allow a golfer to access the system via a remote access device”* Note the singular *“the system”*). At no time is there any discussion or diagram that would allow the Germain prior art to include reservation systems that are remote from each other as the examiner’s choice of wording may try to infer. The Germain prior art does specify that multiple golf courses can be supported on a single centralized system which means one (1) single reservation system not “a plurality of individual golf course reservation systems”. I can not find any wording or diagrams within the Germain patent that would support a user input device being allowed

Confidential and Proprietary to GolfSwitch Inc.

10

to connect to multiple systems. Any remote connection is therefore only referring to multiple remote access devices connecting to a single centralized reservation system.

**In contrast to the Germain prior art, GolfSwitch allows for multiple remote access devices seamlessly interacting in real-time with multiple disparate golf course reservation systems located at diverse geographical locations simultaneously.**

**10.C**

**~~Examiner states~~ an interface module having a data link with each of said user input modules for processing said one or more tee-time requests as real time transactions, said interface module having a data link connection with each of said plurality of individual golf course reservation systems and being arranged to interface with said plurality of individual golf course reservation systems to effect acceptance of each of said one or more tee-time requests at the golf course reservation systems to which said requests are directed (Communication Port 28 Col. 7 Ln. 5 – 21, Communication Port Control Module 66 Col. 7 Ln. 46-48).**

**My Response:**

The examiner is again misinterpreting the prior art as itemized below.

**Control Module 66 Reference:**

Germain ( Communication Port Control Module 66 Col. 7 Ln. 46-48) states: *“and a communications port control module 66 for controlling access of the system from any of a number of remote access devices.”* Please note the singular text *“the system”*.

As you can see, the following statements from the examiner can not be substantiated within this referenced text:

- **“one or more tee-time requests as real time transactions”**
- **“a data link connection with each of said plurality of individual golf course reservation systems and being arranged to interface with said plurality of individual golf course reservation systems to effect acceptance of each of said one or more tee-time requests at the golf course reservation systems to which said requests are directed”.**

The only thing that this referenced text (Communication Port Control Module 66 Col. 7 Ln 46-48) speaks of is allowing any of a number of remote access devices to communicate to one (1) single reservation system. The rest of the examiner's contentions are unsubstantiated by this reference.

Confidential and Proprietary to GolfSwitch Inc.

10

**Communication Port 28 Reference:**

Germain Patent (Communication Port 28 Col. 7 Ln. 5-21) states: "CPU 10 is also connected to a communication port 28 to allow a golfer to access the system via a remote access device such as a modem, telephone or computer located at a remote location. Communication port 28 can be used to verify credit cards, access codes, bank card authorization data and any other identification data and to allow a system user working from a personal computer to access the system. This would allow a golfer to access the system and have the system perform any one of the variety of functions while the golfer is at home or away from a mini computer located preferably in a golf course club house or sports equipment store. For example, a golfer can use a phone or home computer to reserve a tee-time, generate a corrective lesson based on previous performance, review play of a round, retrieve statistics, analysis of previous rounds played and any other information stored in the system." Please note the singular text "the system" and "reserve a tee-time".

As you can see, the following statements from the examiner can not be substantiated within this referenced text:

- "one or more tee-time requests as real time transactions"
- "a data link connection with each of said plurality of individual golf course reservation systems and being arranged to interface with said plurality of individual golf course reservation systems to effect acceptance of each of said one or more tee-time requests at the golf course reservation systems to which said requests are directed".

The only thing that this referenced text (Germain Patent (Communications Port 28 Col. 7 Ln. 5 - 21) speaks to is to allow a golfer to remotely connect to "the system" (singular) to "reserve a tee-time" (singular). The rest of the examiners references are not found within this referenced text.

When you combine both of the references quoted by the examiner: Germain (Communications Port 28 Col. 7 Ln. 5 - 21) and Germain (Communication Port Control Module 66 Col. 7 Ln 46-48) you will find that the following quotes from the examiner can not be substantiated within these references:

- "one or more tee-time requests as real time transactions"
- "a data link connection with each of said plurality of individual golf course reservation systems and being arranged to interface with said plurality of individual golf course reservation systems to effect acceptance of each of said one or more tee-time requests at the golf course reservation systems to which said requests are directed".

Confidential and Proprietary to GolfSwitch Inc.

11	<p><b>Examiner's Question:</b> "Germain does not explicitly teach at least some of the plurality of individual golf course reservation systems as using different protocols."</p> <p><b>My Response:</b> The examiner is again referring to "the plurality of individual golf course reservation systems" which can not be found anywhere within the Germain prior art (refer to my arguments on this subject in the rebuttal to the examiners rejection item #10 above). Since Germain teaches a single centralized reservation system to support multiple golf courses (ref. Germain Col 5, Ln. 28 - 33) therefore it is obvious to one of ordinary skill in the art to come to the conclusion that Germain will only support one (1) single communications protocol.</p>
12	<p><b>Examiner's Question:</b> "Hunt teaches at least some of the plurality of individual golf course reservation systems as using different protocols (Gateway Application 22 Col. 3 Ln. 42-54, Col. 38 - 52)."</p> <p><b>My Response:</b> Hunt does not allow for the ability to have simultaneous interaction with disparate reservation systems as GolfSwitch does. Hunt does provide for the ability to have simultaneous interaction with a single CRS but there is no apparatus or wording describing the ability to simultaneously interact with different CRS'. <b>This is a very clear and unchallengeable distinction for the GolfSwitch invention.</b></p> <p><b>GolfSwitch provides for the ability to simultaneously interact with multiple golf courses that reside in diverse geographical locations and are running different vendor tee-time reservation systems who all utilize different communications protocols.</b></p> <p>GolfSwitch improves upon the prior art of Hunt by providing for a single wide area network connection to the central GolfSwitch real-time switching network. Hunt requires that each travel agent location have a dedicated private network connection to each of the CRS'. Since there are only roughly 5 major airline CRS', this is not a large limitation for the application that Hunt was designed for (travel agency reservations for airline, hotel and rental cars). However, when applying this limitation to the 14,000 golf course within the U.S., the Hunt invention becomes financially unfeasible. This distinction over the Hunt invention has allowed the GolfSwitch invention to be widely accepted as a useable solution in the golf industry. The Hunt invention would not be able to actually be deployed due to its overwhelming networking costs. This distinction is spelled out in detail within Appendix A (GolfSwitch network architecture compared to Hunt) within this document.</p>

Confidential and Proprietary to GolfSwitch Inc.

13	<p><b>Example 13:</b> It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Germain and Hunt because the teaching of Hunt would improve the system of Germain by issuing requests and receives datasets from computer reservation systems, processing the datasets, and normalizing the datasets (Col. 3 Ln. 41-45).</p> <p><b>My Response:</b> This is correct. However, Hunt does not allow for the ability to have simultaneous interaction with disparate reservation systems as GolfSwitch does. Hunt does provide for the ability to have simultaneous interaction with a single CRS (ref. Hunt Col 7, Ln. 5 – 15 <i>“Another feature of the invention is the ability to make multiple simultaneous calls to a computer reservation system. This feature of the invention can best be understood by describing an example. Often, a travel agent will desire to obtain simultaneously the availability of an airline flight, a hotel room, and a rental car. The invention allows the user to request these pieces of information simultaneously. The user generates a single command requesting this information using client application 20. When an application program interface in gateway process 50 receives such a command, it sets up multiple sessions with a computer reservation system. In this example. It would establish three sessions, each of these three sessions employing a different terminal address for the computer reservation system.”</i> – Please note the singular <i>“a computer reservation system”</i> and <i>“the computer reservation system”</i> phrases).</p> <p>There is no apparatus or wording describing the ability to simultaneously interact with different CRS' at the same time as is the case with the GolfSwitch invention which allows for simultaneous seamless real-time tee-time interaction (tee-time availability searches, reservations and cancellations) with multiple golf courses running disparate tee-time reservation systems located at diverse geographical locations.</p> <p><b>This is a very clear and unchallengeable distinction for the GolfSwitch invention.</b></p>
14	<p><b>Example 14:</b> Germain the golf tee-time reservation apparatus of claim 109, wherein said user input module comprises a networked based interface (Col. 7 Ln. 5-21).</p> <p><b>My Response:</b> This is correct. However, Germain does not provide a networked input module with the ability to simultaneously interact with different golf course reservation systems seamlessly. Figure 8 of the Germain patent explicitly spells out a sequential access (one at a time) of different golf courses. No simultaneous interaction with different golf courses is possible within the Germain invention.</p> <p><b>This is a very clear and unchallengeable distinction for the GolfSwitch invention.</b></p>

Confidential and Proprietary to GolfSwitch Inc.

15	<p><b>Examiner's Statement:</b> Germain teaches the golf tee-time reservation apparatus of claim 88, wherein said networked based interface is the internet (Col. 7 Ln. 5-8).</p> <p><b>My Response:</b> The Germain patent reference used by the examiner reads the following: <i>"CPU 10 is also connected to a communication port 28 to allow a golfer to access the system via a remote access device such as a modem, telephone or computer located at a remote location."</i></p> <p>Clearly the internet is not mentioned within this section. However, the examiner is inserting the internet since it speaks of a modem and a computer located at a remote location. At the time of the Germain patent filing, the internet was not widely used and therefore was not considered within this patent application. The examiner is clearly inserting the internet (public data network) when it is not present and would not be present since the internet was not a feasible option at the time of the patent filing.</p>
16	No objection to examiner's claim
17	No objection to examiner's claim
18	No objection to examiner's claim
19	No objection to examiner's claim
20	No objection to examiner's claim
21	No objection to examiner's claim
22	No objection to examiner's claim
23	No objection to examiner's claim
24	No objection to examiner's claim
25	<p><b>Examiner's Statement:</b> "Hunt teaches the golf tee-time reservation apparatus of claim 102, wherein said customer server administers tee-time transactions by sending said tee-time transactions to said one or more computer servers (Gateway Application 22/Server 14 Col. 3 Ln. 35-62)."</p> <p><b>My Response:</b> The Hunt patent does not provide for the simultaneous interaction of disparate tee-time reservation systems like GolfSwitch does. Refer to my response to the examiner's rejection item number 13 above.</p>
26	<p><b>Examiner's Statement:</b> Hunt teaches the golf tee-time reservation apparatus of claim 102, wherein said customer server comprises protocol translation software (Gateway Application 22/Server 14 Col. 3 Ln. 35-62).</p> <p><b>My Response:</b> Hunt does address the protocol translation capability however it is a sequential (one at a time) interaction with different CRS'. The Hunt patent does not provide for the simultaneous interaction of disparate tee-time reservation systems like GolfSwitch does. Refer to my response to the examiner's rejection item number 13 above.</p>



Confidential and Proprietary to GolfSwitch Inc.

27

**Examiner's Reference:** "Germain teaches the golf tee-time reservation apparatus of claim 109, wherein said plurality of individual golf course reservation systems comprises individualized reservation software for coupling to said golf tee-time reservation apparatus (Communication Port 28 Col. 7 Ln. 5-21, Communication Port Control Module 6 Col. 7 Ln. 46-48)."

**My Response:**

The examiner is again misinterpreting the prior art as itemized below.

**Control Module 66 Reference:**

Germain ( Communication Port Control Module 66 Col. 7 Ln. 46-48) states: "*and a communications port control module 66 for controlling access of the system from any of a number of remote access devices.*" Please note the singular text "the system".

As you can see, the following statements from the examiner can not be substantiated within this referenced text:

- "plurality of individual golf course reservation systems"
- "comprises individualized reservation software for coupling to said golf tee-time reservation apparatus"

The only thing that this referenced text (Communication Port Control Module 66 Col. 7 Ln. 46-48) speaks of is allowing any of a number of remote access devices to communicate to one (1) single reservation system. The rest of the examiner's contentions are unsubstantiated by this reference.

**Communication Port 28 Reference:**

Germain Patent (Communication Port 28 Col. 7 Ln. 5-21) states: "*CPU 10 is also connected to a communication port 28 to allow a golfer to access the system via a remote access device such as a modem, telephone or computer located at a remote location. Communication port 28 can be used to verify credit cards, access codes, bank card authorization data and any other identification data and to allow a system user working from a personal computer to access the system. This would allow a golfer to access the system and have the system perform any one of the variety of functions while the golfer is at home or away from a min computer located preferably in a golf course club house or sports equipment store. For example, a golfer can use a phone or home computer to reserve a tee-time, generate a corrective lesson based on previous performance, review play of a round, retrieve statistics, analysis of previous rounds played and any other information stored in the system.*" Please note the singular text "the system" and "reserve a tee-time".

Confidential and Proprietary to GolfSwitch Inc.

	<p>As you can see, the following statements from the examiner can not be substantiated within this referenced text:</p> <ul style="list-style-type: none"> <li>- "plurality of individual golf course reservation systems"</li> <li>- "comprises individualized reservation software for coupling to said golf tee-time reservation apparatus"</li> </ul> <p>The only thing that this referenced text (Germain Patent (Communications Port 28 Col. 7 Ln. 5 - 21) speaks to is to allow a golfer to remotely connect to "the system" (singular) to "reserve a tee-time" (singular). The rest of the examiners references are not found within this referenced text.</p> <p>When you combine both of the references quoted by the examiner: Germain (Communications Port 28 Col. 7 Ln. 5 - 21) and Germain (Communication Port Control Module 66 Col. 7 Ln 46-48) you will find that the following quotes from the examiner can not be substantiated within these references:</p> <ul style="list-style-type: none"> <li>- "one or more tee-time requests as real time transactions"</li> <li>- "comprises individualized reservation software for coupling to said golf tee-time reservation apparatus".</li> </ul>
28	Not able to comment on this general rejection.
29	No need to comment.
30	No need to comment.
31	No need to comment.
32	No objection to examiner's claim.
33	<p>The examiner disputes our claims from Last November in 3 separate sections:</p> <p>33 A. <del>The Examiner states</del>: Germain allows for multiple protocols since the Germain prior art is a <u>distributed system</u> that allows tee-time reservations to be made on different golf course systems from remote user input terminals.</p> <p><b>My Response:</b> <u>The examiner could not be more wrong.</u> Germain does not in any phrasing or diagram ever indicate that access is allowed to different golf course systems. Germain requires that if multiple golf courses are present, they are all stored within a single central storage area (a single golf course system, ref. Germain Col. 5, Ln 30 - 34) that will support the multiple golf courses. <u>This is not a distributed system but a centralized system (again ref. Germain Col. 5, Ln 30 - 34).</u> Any person of ordinary skill in the art at the time of the invention would have known that the Germain prior art represents a single centralized system that has only a single protocol not a "distributed system" and not allowing for "multiple protocols" and not allowing for "tee-time reservations to be made on different golf course systems" as the examiner is claiming. Therefore, there is no prior art to support the examiner's position on this point as they lack in logic and can not be substantiated by the facts spelled out within the Germain prior art. Refer to my answers to the Examiner's rejection items #10, #11 and #27. This statement is simply not supported by the referenced prior art anywhere.</p>

Confidential and Proprietary to GolfSwitch Inc.

33 B. ~~the examiner~~: Even though the Hunt prior art does not indicate that the input terminals are remote from each other that the Germain patent which allows for remote terminals can be used to resolve this issue.

**The examiner's claim that the Germain patent's use of remote terminals**

The examiner again quotes the Germain patent as the source for the multiple protocols could be implemented when the Germain patent absolutely does not allow for multiple protocols. The Hunt protocol, however, does allow for protocol translation as the examiner points out with his definition of "A Gateway".

**Summary:**

Germain does not allow for multiple protocols although the examiner continues to reference this fact in error. Hunt absolutely allows for multiple protocols but does not allow for remote terminal access.

The problem with the examiner's attempt to take the remote terminals from Germain and "bolt" them onto the Hunt prior art is that the Germain remote terminals must be connected to the Communications Port of the Germain Central System (Ref. Germain: Communication Port 28 Col. 7 Ln. 5-21) states: "*CPU 10 is also connected to a communication port 28 to allow a golfer to access the system via a remote access device such as a modem, telephone or computer located at a remote location. Communication port 28 can be used to verify credit cards, access codes, bank card authorization data and any other identification data and to allow a system user working from a personal computer to access the system. This would allow a golfer to access the system and have the system perform any one of the variety of functions while the golfer is at home or away from a min computer located preferably in a golf course club house or sports equipment store. For example, a golfer can use a phone or home computer to reserve a tee-time, generate a corrective lesson based on previous performance, review play of a round, retrieve statistics, analysis of previous rounds played and any other information stored in the system."* Please note the singular text "the system" and "reserve a tee-time". There is no provision within the Germain remote terminals to connect to a different system other than the Germain central system as stated in the above prior art reference. Therefore, it is not possible to "use the Germain remote terminals" to connect to the Hunt gateway system as the examiner is attempting to do. This argument from the examiner is without merit.

Neither Hunt nor Germain allow for simultaneous seamless real-time interaction with disparate reservation systems located in diverse geographical locations.

**This is a clear and unchallengeable distinction for the GolfSwitch invention.**

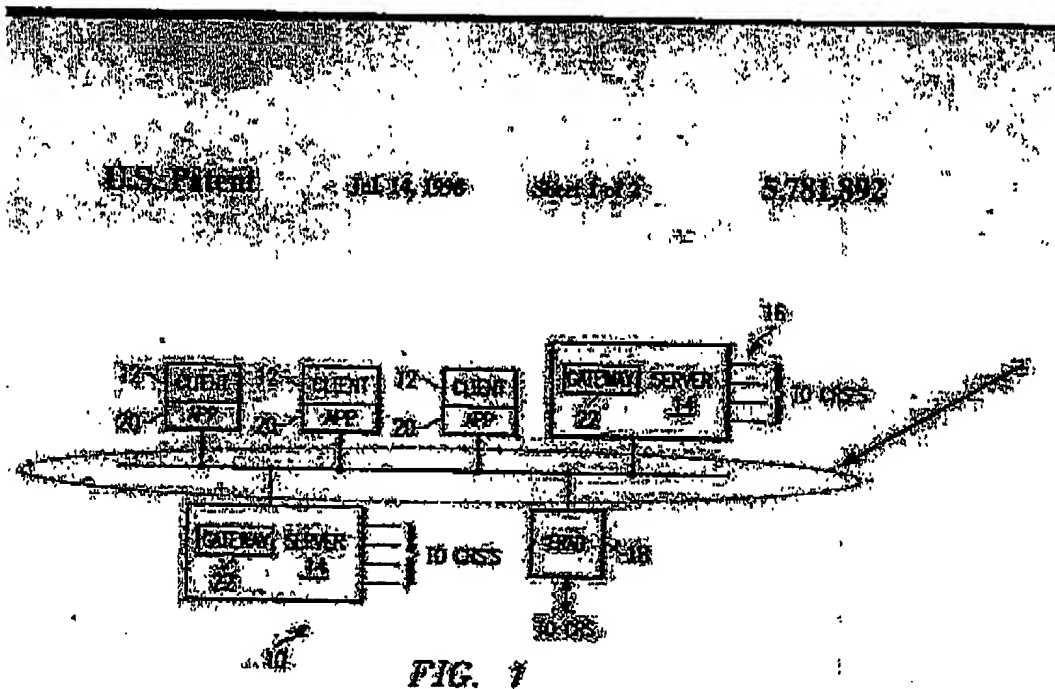
33 C. No comment.

Confidential and Proprietary to GolfSwitch Inc.

## ADDENDUM A - GolfSwitch network architecture compared to Hunt

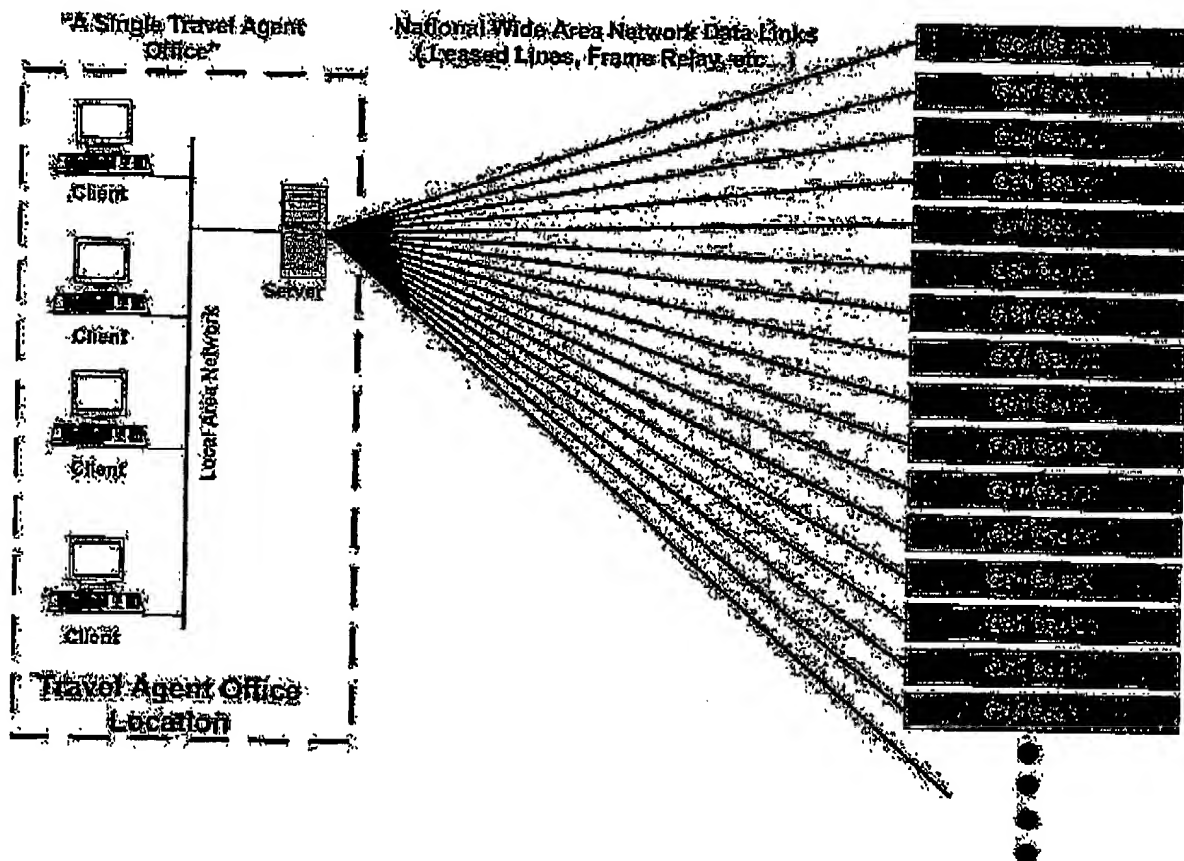
**GolfSwitch Patent vs. Hunt Prior Art**

The Hunt prior art allows for a travel agent or multiple-travel agents residing at the same location to have a normalized reservation screen when connected to multiple different Central Reservation Systems. The diagrams in the Hunt patent call for a Local Area Network to connect all of the Travel Agents working in the same location to a Central Server computer which is also located at the same location. The Central Server Computer then has multiple Wide Area Network connections to the different Central Reservation Systems that are located in various locations throughout the United States and the World. When reviewing the Hunt patent, they discuss multiple client computers connected to a server computer who then in turns performs the necessary translations to the different CRS systems. The interconnections between these client computers and their associated server (Translation) systems is a Local Area Network (LAN) as indicated by the Hunt Figure 1 diagram illustrated below. The Hunt patent does not allow for client computers spread out across the United States to be connected to a common server (Translation) system. This is a major difference between Hunt and GolfSwitch. Below is the figure 1 found within the Hunt patent to reinforce the technically significant claim that the Hunt patent is designed to normalize the reservation process (screens) of a single travel agent office to multiple disparate reservation systems. The red circle encompasses icons that are consistent with engineering drawing standards representing Local Area Network (LAN) connections:



Confidential and Proprietary to GolfSwitch Inc.

Below is a diagram that I put together based on my review of the Hunt patent and my knowledge of engineering drawing standards. When I apply these engineering drawing standards to the diagrams found in the Hunt Patent, I can come to no other technical conclusion than the below diagram when applied to the Golf Industry:



As you can see by the diagram above, in order for this one Travel Agent office location to connect to all 14,000 golf courses across the United States to conduct online reservations, 14,000 data lines would need to be run from the Travel Agent Office to each of these golf courses. Each data line would require communications equipment at each end (modem/router) at an average cost of \$1,500 per data link (\$750 per side). Therefore, the following would be the equipment cost plus the monthly recurring cost for this one travel agent location to conduct online reservations with all of the golf courses across the United States:

- Communications Equipment Cost
  - o  $14,000 * \$1,500 = \$21,000,000.00$
- Monthly Recurring Data Line Costs
  - o  $14,000 * \$60.00 = \$840,000.00$  per month

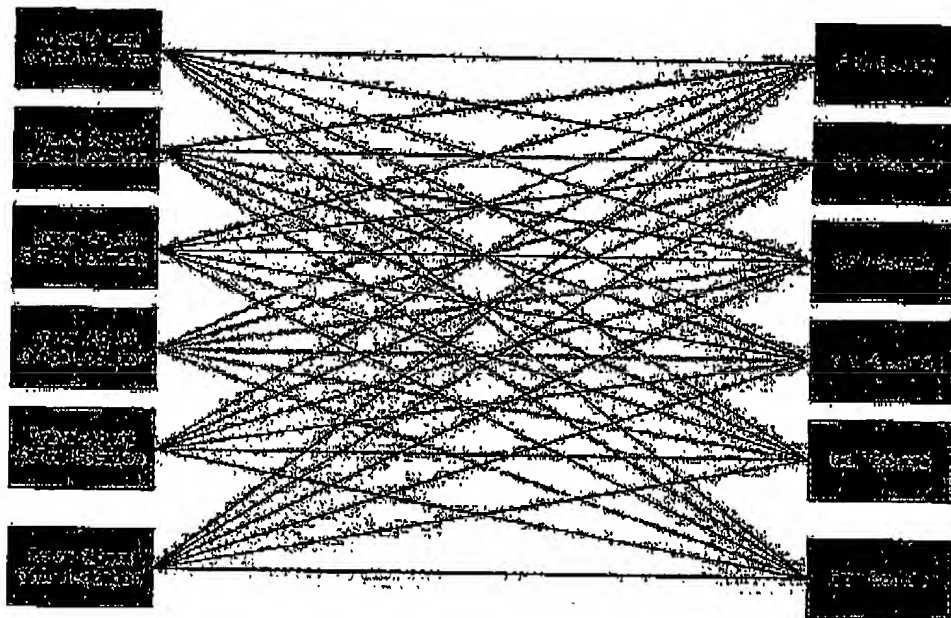
The above costs estimates do not include the massive floor space and electricity requirements to house and power 14,000 pieces of electronics equipment (Modems/Routers) located at the one Travel Agent office location.

Confidential and Proprietary to GolfSwitch Inc.

Understanding the previous section, now extrapolate the fact that there are over 20,000 travel agents across the United States. With each travel agent having online reservation access to all 14,000 travel agents across the country we would have the following costs:

- Communications Equipment Cost
  - o \$21,000,000.00 per Travel Agent \* 20,000 Travel Agents = \$420,000,000,000.00
  - o 420 Billion Dollars (More than the war in Iraq)
- Monthly Recurring Data Line Costs
  - o 14,000 \* \$60.00 = \$840,000.00 per month \* 20,000 Travel Agents = \$16,800,000,000.00
  - o 16.8 Billion Dollars per month

Below is a diagram that barely touches this craziness:



The paper could not be made large enough to show 20,000 Travel Agent offices directly connecting to 14,000 golf courses. Clearly, this approach is not feasible in the marketplace for the Golf Course community due to the enormous communications costs that could never be covered by revenues.

# Confidential and Proprietary to GolfSwitch Inc.

Below represents a diagram illustrating how GolfSwitch not only provides a normalized way of connecting to multiple disparate golf reservations systems from multiple disparate Tee Time Resellers (Travel Agents, Hotel Concierge, Websites, Kiosks, etc...) but also affords a single Wide Area Network link from the location (either Golf Course or Tee Time Reseller) into the "real-time" GolfSwitch communications switching engine that provides the appropriate routing and protocol conversion. GolfSwitch provides the following normalizations for both the Golf Course and the Tee Time Reseller:

## Wide Area Network Communications Mediums:

- o Private Frame Relay Connection
- o Private T1 Lease Data Line Connection
- o Private Satellite (VSAT) Data Link Connection
- o Private Wireless CDPD Data Link Connection
- o Virtual Private Network (VPN) Via The Public Internet

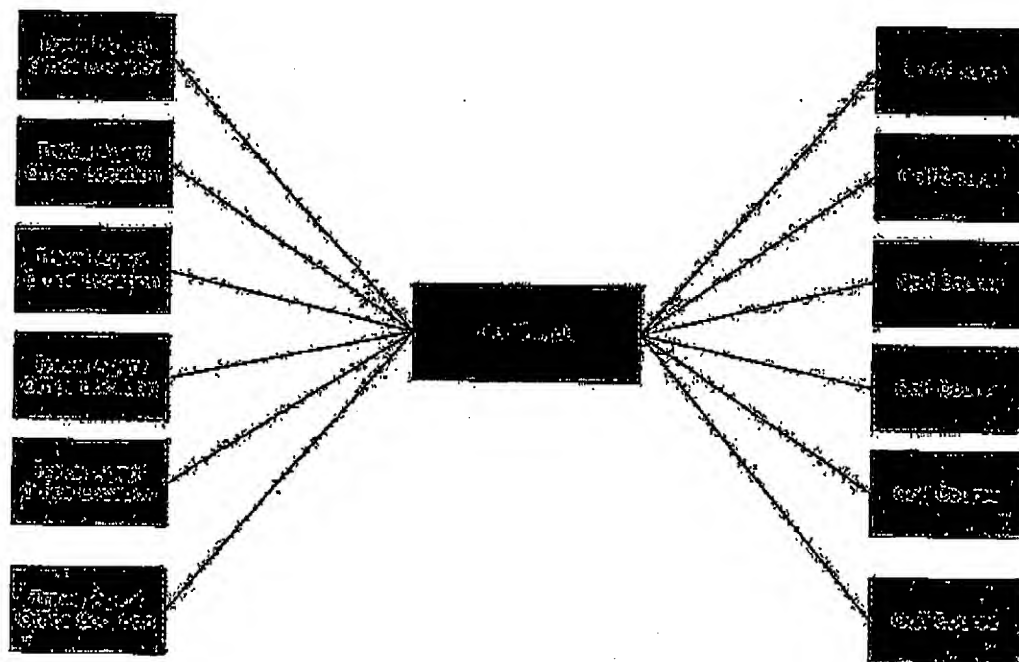
## Communications Protocols:

- o TCP/IP
- o UDP/IP
- o X.25
- o SNA 6.2

## Electronic Messaging Protocols:

- o GolfSwitch Standardized Messaging Protocol
- o Golf Tee Sheet Reservation Proprietary Messaging Protocol
- o Tee Time Reseller Proprietary Messaging Protocol

This ability to limit the Wide Area (National Data Link) networking requirements to one (1) simple data link is what makes the GolfSwitch solution financially feasible for the marketplace.



Confidential and Proprietary to GolfSwitch Inc.

**SUMMARY/CONCLUSION:**

The Hunt prior art is designed to connect Travel Agent locations to the five (5) major airline CRS systems (Sabre, Galileo, Amadeus, Worldspan and System One). Since there are only five (5) of these systems, each Travel Agent location would only be required to run five (5) data links which is much more within the realm of reasonability. Therefore, the Hunt prior art is applicable to the traditional travel agency environment for the reservation of airlines, hotels and rental cars since this industry has long since been consolidated to these few major CRS systems. The Hunt prior art is not feasible to the Golf Course industry since no major consolidation has ever taken place and all reservation systems reside at each Golf Course location. The costs of running data links between all of the Travel Agent locations and all of the Golf Courses (as the Hunt prior art requires) is simply not feasible.

GolfSwitch improves upon the prior art of Hunt by allowing for only a single data connection from both the Travel Agents/Web Sites/Hotels/Vacation Packagers to the centralized real-time switching network of GolfSwitch as well as only a single data connection from each of the Golf Courses. This significant reduction in complexity and networking costs allow the GolfSwitch invention to be implemented in a commercially acceptable manner that has allowed significant market acceptance.



**This Page is Inserted by IFW Indexing and Scanning  
Operations and is not part of the Official Record**

**BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ BLACK BORDERS
- ☐ IMAGE CUT OFF AT TOP, BOTTOM OR SIDES
- ☐ FADED TEXT OR DRAWING
- ☐ BLURRED OR ILLEGIBLE TEXT OR DRAWING
- ☐ SKEWED/SLANTED IMAGES
- ☐ COLOR OR BLACK AND WHITE PHOTOGRAPHS
- ☐ GRAY SCALE DOCUMENTS
- ☒ LINES OR MARKS ON ORIGINAL DOCUMENT
- ☐ REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY
- ☐ OTHER: \_\_\_\_\_

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.**